

Fitzgerald & Associates, P.C.

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Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY -- NEWARK

-----X

Chapter 13

In re:

Case No. 22-16619-VFP ---

Sean Lewis,

Hearing Date: 3/7/24

Debtor

-----X

**ATTORNEY'S CERTIFICATION IN FURTHER SUPPORT OF MOTION TO PERMIT
THE DEBTOR TO OBTAIN ERMA FUNDS**

I, Nicholas Fitzgerald, the above named debtor's counsel, hereby certifies as follows:

1. I make this certification in further support of the debtor's motion for Bankruptcy Court approval to obtain ERMA funds.

2. As can be seen on the attached email, the debtor will be provided with \$48,021.11 which will cover his past due mortgage payments plus the February and March payments..

3. As can be seen on the attached email, these funds will be paid directly to the mortgage servicer.


4. Of course, since the back mortgage payments are being cured through the ERMA grant, the trustee not to continue to pay the arrears through the plan. The debtor's counsel will make a

motion to modify the proof of claim accordingly.

I certify that the foregoing statements made by me are true.

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: February 16, 2024



Nicholas Fitzgerald
Debtor's Counsel

Exhibit -- Copy of Email From ERMA Representative



Deblyn Corbin <dcorbin@fitzgeraldcrouchlaw.com>

Fw: Trustee need more information

1 message

sean lewis <seanml74@yahoo.com>

Wed, Feb 14, 2024 at 3:39 PM

To: Deblyn Corbin <dcorbin@fitzgeraldcrouchlaw.com>

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, February 14, 2024, 11:52 AM, Dakota Warburton <DWarburton@njhmfa.gov> wrote:

Good Morning,

If the Trustee provides consent for ERMA funds to be paid towards the mortgage, we can pay any delinquent amount the servicer provides us with, up to \$75,000. (Your servicer has provided that you are \$48,021.11 past due including February and March's payment.)

We will pay the mortgage servicer directly.

I would expect no additional payments from the trustee would be needed, assuming the total reinstatement is less than \$75,000. (which it is per our records)

I am unsure what requirements the mortgage company would have in relationship to the bankruptcy requirements.

NJ ERMA has no involvement in the bankruptcy, other than obtaining permission from the Trustee to make payments to the mortgage servicer on the applicant's behalf.

Thanks

Dakota Warburton

HAF Programs Assistant | Single Family Division

NJ Housing and Mortgage Finance Agency

637 S. Clinton Avenue | Trenton, NJ 08611

O: (609) 278-8828 & (609) 337-5499

dwarburton@njhmfa.gov



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Jacquelyn A. Suárez | Chair • Melanie R. Walter | Executive Director

Dear Sean Lewis,

Congratulations! You have been approved to receive NJ ERMA assistance!

My name is Dakota Wabrurton, and I have been assigned as the closing specialist on your ERMA application. I will be working with you to complete the closing process and get your assistance loan funded. You can reach me by phone at (609) 278-8828 or via email at dwarburton@njhmfa.gov.

Your closing file has been assigned to The Titleists and their contact number is (973) 882-8383. They will provide closing services and execute the loan documents.

You have been approved for the following assistance.

ERMA Mortgage Reinstatement Award – \$48,021.11

ERMA Monthly Payment Assistance Award – \$0.00

ERMA Property Charge Default Resolution Award – \$0.00

Total ERMA Award – \$48,021.11

Attached please find a Truth in Lending Disclosure and Duplication of Benefits form. If you accept the pre-approval, please be advised the 3-year loan is a 0% interest rate, non-amortizing (no monthly payments), forgivable, subordinate 3-year loan. The loan will be non-recourse, secured and recorded, and take a junior lien position on the home. All or a portion of the unforgiven loan funds will be due and payable from the net equity proceeds upon sale or transfer or refinance of the property (except for refinances for a lower rate and/or shorter term) or if the borrower ceases to occupy the property as their primary residence prior to the end of the third year. If the property is sold and does not generate sufficient proceeds to repay all or a portion of the loan, the portion of the loan remaining unpaid after the proceeds are applied will be forgiven.

If you have any questions about the assistance or the process, please reach out to me directly. I look forward to assisting you, and again congratulations on getting the help you needed.

Sincerely,

Dakota Wabrurton
(609) 278-8828
NJ ERMA Closing Specialist



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**New Jersey Housing and Mortgage Finance Agency
Emergency Rescue Mortgage Assistance Program
Truth in Lending Disclosure**

Applicant: Sean Lewis
Co-Applicants:
Date: 02-06-2024
Address: 160 Virginia Avenue
Jersey City, New Jersey 07304

Lender: New Jersey Housing and
Mortgage Finance Agency
Loan Type: Conventional - ARM

Amount Financed	Finance Charge	Estimated Recording Costs	Annual % Rate	Total of Payments	Total Sale Price
\$48,021.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

You have a right to receive an itemization of the Amount Financed, which is as follows:

The Amount Financed is the total principal amount of the loan that you qualify for under the Lender's Emergency Rescue Mortgage Assistance Program. You will not be charged any interest, fees or have to pay for any costs to receive this loan. Any obligation to repay this loan is set forth in **Payment Schedule**, below.

Term of the Loan: Three (3) years from the date of loan closing.

Payment Schedule: There is no regular monthly installment payment to repay this loan. Rather, repayment will be owed only if, during the three-year term of the loan, you:

1. Sell your home and land on which the home is located (for purposes of this document, the home and the land are referred to as the Premises);
2. Convey title to the Premises;
3. Get a cash-out refinance of any superior mortgage loan secured by the Premises; and/or
4. Cease to occupy the Premises as your primary residence.

If none of these circumstances happen during the three-year term of your loan, the entire Amount Financed will be forgiven.

However, if one or more of the listed circumstances occur during the three-year term of this loan, you would immediately owe to the Lender the full Amount Financed.



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If you sell the Premises, your repayment shall be from net sales proceeds of the Premises (that is, funds left after payoff of superior mortgage liens, real estate commission and other reasonable and typical transaction fees and costs). The Lender may also require the Borrower to pay for an appraisal ordered by the Lender if the sales price appears to the Lender to be below fair market value. Where the Lender determines, based on an appraisal, that the Premises is being conveyed for below fair market value, the Lender retains the right to enforce repayment of this loan.

Each applicant for this loan is jointly and severally liable for the full amount of the Amount Financed, above, if it ever becomes due and payable.

Security is for: Emergency assistance to prevent foreclosure on an existing mortgage loan secured by the Premises.

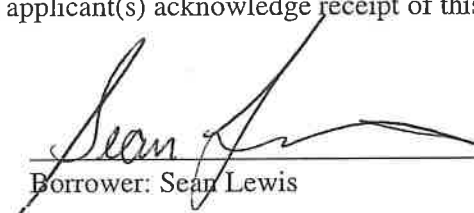
Penalty: There is no late payment penalty.

Assumption: Someone buying your home cannot take over this loan.

Required Deposit for this financing: There is no deposit required for this loan.

By signing below, the applicant(s) acknowledge receipt of this disclosure.

2/7/24
Date:


Borrower: Sean Lewis

Date:

Co-Borrower:

(Add additional applicant signature bars as appropriate)

Date:

Signature of Lender's Agent

Print Name:



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Duplication of Benefits Certification

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

In reference to the New Jersey Emergency Rescue Mortgage Assistance (ERMA) program, a duplication of benefits occurs when financial assistance is provided to a person or entity through the ERMA program to address mortgage delinquencies due to a COVID-19 hardship and the person or entity has received financial assistance for the same costs from any other Federal, State, county, municipal, or tribal source, and the total amount received exceeds the total need for those costs.

I/We hereby certify, under penalty of perjury, that the ERMA program funds received for the purpose of mortgage reinstatement, mortgage payment assistance or any other approved purpose does not duplicate any other Federal, State, county, municipal, or tribal funding.

Signed: _____

Name: Sean Lewis

Date: 2/7/24

Signed: _____

Name: _____

Date: _____